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ELLSWORTH C. ALVORD (1964)

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RECORDATION NO. 19961-m FILED

APR 17 '01 : 1-44 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

April 16, 2001

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of a Supplement No. 8 to Security Agreement- Chattel Mortgage, dated as of April 16, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement previously filed with the Board under Recordation Number 19961.

The names and addresses of the parties to the enclosed document are:

Debtor:	ACF Industries, Incorporated 620 North Second Street St. Charles, Missouri 63301
Secured Party:	National Bank of Canada 125 West 55 th Street New York, New York 10019

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A description of the railroad equipment covered by the enclosed document is:

- (a) 100 railcars ADDED to the Security Agreement within the series SHPX 202902 - SHPX 203235.
- (b) 100 railcars DELETED from the Security Agreement SHPX 463691 - SHPX 463790.

Mr. Vernon A. Williams
April 16, 2001
Page Two

A short summary of the document to appear in the index follows:

Supplement No. 8 to Security Agreement between ACF Industries,
Incorporated, Debtor and National Bank of Canada, Secured Party.

Also enclosed is a check in the amount of \$28.00 payable to the order of the
Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', with a stylized flourish extending to the right.

Robert W. Alvord

RWA/anm
Enclosures

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BOARD

RECORDATION NO. 19961-m FILED

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SUPPLEMENT NO. 8

APR 17 '01 1:44 PM

TO

SURFACE TRANSPORTATION BOARD

SECURITY AGREEMENT - CHATTEL MORTGAGE

SUPPLEMENT No. 8 dated as of April 16, 2001 (this "Supplement") to the Security Agreement - Chattel Mortgage dated as of March 6, 1996 (as amended, supplemented or modified from time to time, the "Security Agreement"), by and between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and National Bank of Canada (the "Secured Party").

WHEREAS, the Security Agreement was recorded on March 6, 1996 with the Surface Transportation Board, Recordation No. 19961, and with the Registrar General of Canada, Recordation No. 3226;

1. Definitions. Except as otherwise defined in this Supplement, terms defined in the Security Agreement or by reference therein are used herein as defined therein.

2. Supplements. The Security Agreement shall be amended and supplemented as follows:

(a) Schedule A to the Security Agreement shall be amended and supplemented by Schedule A-1 hereto to include the Equipment and the Equipment Leases more fully described on Schedule A-1 hereto and Schedule A-1 hereto shall be deemed to be an addition to and part of Schedule A to the Security Agreement. The Debtor hereby assigns, mortgages, pledges, hypothecates, transfers and sets over to the Secured Party and grants the Secured Party a first priority lien on and security interest in all of the Debtor's right, title and interest in and to such Equipment and Equipment Leases and agrees that such Equipment and Equipment Leases shall constitute Collateral subject to the grant of security by the Debtor set forth in Section 2 of the Security Agreement. Each reference to "Schedule A" in the Security Agreement, and each reference to "Schedule A to the Security Agreement" in the Loan Agreement or any other Loan documents, shall be deemed to be a reference to Schedule A as amended and supplemented by Schedule A-1 hereto, and each reference to "Equipment" or "Equipment Lease" in the Loan Agreement or any other of Loan documents shall be deemed to include a reference to the Equipment and the Equipment Leases described on Schedule A-1 hereto.

(b) Schedule A to the Security Agreement shall be amended further by deleting therefrom the Equipment and the Equipment Leases described on Schedule A-2 hereto and the Secured Party hereby agrees that such Equipment and Equipment Leases shall no longer be included in the Collateral, and hereby releases and terminates its Lien on and security interest in, and all of its rights, title and interest, in and to, such Equipment and Equipment Leases. Schedule A-2 hereto shall be deemed to be a deletion from, and the Equipment and the Equipment Leases described thereon shall cease to be a part of, Schedule A to the Security Agreement. Each reference to "Schedule A" in the Security Agreement, and each reference to "Schedule A to the Security Agreement" in the Loan Agreement or any other Loan documents, shall be deemed to be a reference to Schedule A as amended by Schedule A-2 hereto, and each reference to "Equipment" or "Equipment Leases" in the Loan Agreement or any other Loan

documents shall no longer include a reference to the equipment described on Schedule A-2 hereto.

(c) It is hereby agreed that each reference to the "Security Agreement" and "this Agreement" in the Security Agreement, and each reference to the "Security Agreement" in the Loan Agreement and each of the other Loan documents, shall be deemed to be a reference to the Security Agreement as amended and supplemented by this Supplement.

3. Release. The Secured Party hereby releases, and terminates its security interest in, and all of its right, title and interest in and to, the following Collateral:

(a) all railroad tank cars and covered hopper cars described on Schedule A-2 attached hereto (the "Equipment"), together with all accessories, equipment, parts and appurtenances appertaining or attached to the Equipment, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to, or proceeds of, any and all of said Equipment, together with all the records, rents, mileage credits earned, issues, income, profits, avails and other proceeds (including insurance proceeds) therefrom;

(b) all right, title, interest, claims and demands of the Debtor in, to and under each and every lease (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases) entered into relating to the Equipment (each such lease being an "Equipment Lease"), including any extensions of the term of every Equipment Lease, all of Debtor's rights under any Equipment Lease to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, waiver or approval together with full power and authority with respect to any Equipment Lease to demand, receive, enforce, collect or give receipt for any of the foregoing rights or any property which is the subject of any of the Equipment Leases, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action which may be necessary or advisable in connection with any of the foregoing insofar as such rights relate to the Equipment which is subject to such Equipment Leases, all records related to the Equipment Leases, whether as contractual obligations, damages, casualty payments, insurance proceeds or otherwise to the extent such payments are derived from the Equipment, including any mileage credits associated therewith;

(c) all documents evidencing, and all books and records relating to, the foregoing (including but not limited to, all computer programs, data, disks, tapes, media and printouts where the foregoing is stored or embodied, wherever located);

(d) all cash and non-cash proceeds of the foregoing, all proceeds from insurance on any of the foregoing, all additions and accessions to and replacements and substitutions for any of the foregoing, everything that has become (or is held for the purpose of being) affixed to or installed in any of the foregoing, and all products, income and profits of or from the foregoing; and

(e) all products and proceeds of any of the foregoing.

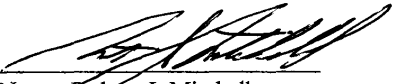
4. Ratification. Except as expressly amended and supplemented hereby, the Security Agreement is and shall remain in full force and effect and is hereby ratified, approved and confirmed in all respects, and no amendment or supplement in respect of any term or condition of the Security Agreement shall be deemed to be an amendment or supplement in respect of any other term or condition contained in the Security Agreement or any other Loan document.

5. Counterparts. This Supplement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Supplement by signing any such counterpart.

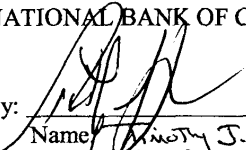
[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of the 16th day of April, 2001.

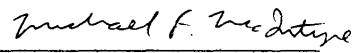
ACF INDUSTRIES, INCORPORATED

By: 
Name: Robert J. Mitchell
Title: Senior Vice President-Finance

NATIONAL BANK OF CANADA

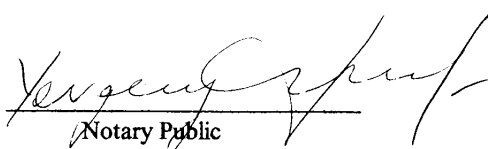
By: 
Name: Timothy J. Smith
Title: Vice President/Manager

NATIONAL BANK OF CANADA

By: 
Name: Michael F. McIntyre
Title: Assistant Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)


On this 17th day of April, 2001, before me, personally appeared Robert J. Mitchell, to me known, who being by me duly sworn, says that he resides in Nassau county, New York and is Senior Vice President of Finance of ACF INDUSTRIES, INCORPORATED; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public
YEVGENY FUNDLER
Notary Public, State of New York
No. 02FU6046929
Qualified in New York County
Commission Expires August 21, 2002

STATE OF New York)
) ss.:
COUNTY OF Westchester)

On this 10 day of April, 2001, before me, personally appeared Timothy J. Smith / Michael McEntee to me known, who being by me duly sworn, says that he resides in Spokane, WA / Riverdale, NY and is V.P. / Asst of NATIONAL BANK OF CANADA; that said instrument was signed on behalf of said bank on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.



Notary Public
ANN M. CLAEHSEN
NOTARY PUBLIC, State of New York
No. 01CL5047718
Qualified in Rockland County
Commission Expires August 7, 2001

SCHEDULE A-1

[SCHEDULE OF REPLACEMENT UNITS]

Schedule A-1

Lessee Code	Lessee	Contract	Rptg Mark	Car Number
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203030
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203031
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203032
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203033
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203034
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203035
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203036
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203037
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203038
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203039
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203040
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203041
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203042
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203043
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203044
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203045
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203046
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203047
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203048
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203049
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203050
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203051
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203052
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203053
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203054
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203055
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203056
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203057
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203058
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203059
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203188
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203189
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203190
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203191
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203192
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203193
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203194
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203195
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203196
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203197
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203198
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203199
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203200
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203201
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203202
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203203
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203204
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203205
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203206
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203207
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203208

Lessee Code	Lessee	Contract	Rptg Mark	Car Number
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203209
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203210
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203211
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203212
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203213
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203214
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203215
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203216
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203217
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203218
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203219
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203220
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203221
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203222
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203223
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203224
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203225
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203226
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203227
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203228
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203229
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203231
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203232
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203233
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203235
1446	MONSANTO COMPANY	7474	SHPX	202902
1446	MONSANTO COMPANY	7474	SHPX	202903
1446	MONSANTO COMPANY	7474	SHPX	202904
1446	MONSANTO COMPANY	7474	SHPX	202905
1446	MONSANTO COMPANY	7474	SHPX	202906
1446	MONSANTO COMPANY	7474	SHPX	202907
1446	MONSANTO COMPANY	7474	SHPX	202908
1446	MONSANTO COMPANY	7474	SHPX	202909
1446	MONSANTO COMPANY	7474	SHPX	202910
1446	MONSANTO COMPANY	7474	SHPX	202911
1446	MONSANTO COMPANY	7474	SHPX	202912
1446	MONSANTO COMPANY	7474	SHPX	202913
1446	MONSANTO COMPANY	7474	SHPX	202914
1446	MONSANTO COMPANY	7474	SHPX	202915
1446	MONSANTO COMPANY	7474	SHPX	202916
1446	MONSANTO COMPANY	7474	SHPX	202917
1446	MONSANTO COMPANY	7474	SHPX	202918
1446	MONSANTO COMPANY	7474	SHPX	202919
1446	MONSANTO COMPANY	7474	SHPX	202920
1446	MONSANTO COMPANY	7474	SHPX	202921
1446	MONSANTO COMPANY	7474	SHPX	202923
1446	MONSANTO COMPANY	7474	SHPX	202924
1446	MONSANTO COMPANY	7474	SHPX	202925
1446	MONSANTO COMPANY	7474	SHPX	202926

100 Cars

SCHEDULE A-2

[SCHEDULE OF RELEASED EQUIPMENT]

[illegible]

Lessee Code	Lessee	Contract	Rptg Mark	Car Number
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463742
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463743
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463744
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463745
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463746
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463747
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463748
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463749
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463750
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463751
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463752
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463753
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463754
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463755
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463756
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463757
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463758
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463759
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463760
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463761
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463762
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463763
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463764
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463765
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463766
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463767
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463768
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463769
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463770
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463771
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463772
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463773
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463774
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463775
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463776
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463777
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463778
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463779
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463780
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463781
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463782
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463783
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463784
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463785
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463786
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463787
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463788
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463789
1259	HUNTSMAN POLYMERS CORPO	75760001	SHPX	463790

100 Cars